

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE FOUR WINDS CLUB, INC.

Prepared by & Return to:
The Four Winds Club, Inc.
PO Box 7
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THE FOUR WINDS CLUB, INC.
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDED AND RESTATED DECLARATION, is dated as of October 8, 2024 by THE FOUR WINDS CLUB, INC., a Virginia non-stock corporation (the 'Club').

The Declaration of Covenants, Conditions and Restrictions executed the 17th day of March, 1970 by Holiday Kamp Park of Fredericksburg, Inc., a Virginia corporation was recorded in Deed Book 178, Page 344 in the Clerk's Office of the Circuit Court of Caroline County, Virginia. The aforesaid Declaration was amended by amendments dated July 3, 1970 and in July 24, 1984 and recorded respectively in the aforesaid Clerk's Office in Deed Book 181, page 214 and Deed book 284, Page 738 and by amendment dated September 1, 1986 and recorded immediately prior thereto. Such Declaration together with the amendments thereto referred to in the previous sentence are referred to collectively herein as the 'Original Declaration.'

The Original Declaration subjected certain property containing 63 acres, more or less, to the covenants, conditions and restrictions set forth in the Original Declaration. By Deeds of Subdivisions recorded in the aforesaid Clerk's Office in Deed Book 178, page 340; Deed Book 190, page 490; Deed Book 195, Page 350; Deed Book 199, Page 279; Deed Book 199, Page 304 and Deed Book 199, Page 402, additional land was subjected to the covenants, conditions and restrictions set forth in the Original Declaration. The Original Declaration was amended and restated by the Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the "Amended Declaration") recorded in the aforesaid Clerk's Office in Deed Book 308, page 459; and further amended by an Amendment to the Amended Declaration recorded in the aforesaid Clerk's Office in Deed Book 1469, page 221; and further amended by an Instrument of Amendment to the Amended Declaration recorded in the aforesaid Clerk's office Instrument number 240003898.

Article XIV, Section 2 of the Amended Declaration provides that the Amended Declaration may be amended at a duly called meeting of the Club, at which a quorum is present, with the affirmative vote of members entitled to cast at least sixty-seven percent of the total votes of the Club.

At a duly called special meeting of the members of The Four Winds Club, Inc. (the "Club") held on July 13, 2024, in accordance with the requirements of the applicable Virginia Statutes and the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Four Winds Club, Inc., certain amendments were duly adopted by the membership with a ninety-six percent affirmative vote as evidenced by the Certification of the President of the Club attached hereto. As a result, the Club desires to amend and restate the Declaration as set forth herein to revise multiple Articles within the Declaration with respect to membership, voting rights, property rights, annual dues, water and electric "hookup" charges, special assessments, environment preservation, use restrictions, New Declaration, and general provisions.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged the Original Declaration is hereby amended and restated in its entirety as set forth below.

DECLARATION

The property described in Exhibit A attached to the hereto (the 'Property') shall hereafter be subjected to this amended and restated Declaration (the 'Declaration') and shall be held, sold and conveyed subject to the provisions of this Declaration and Subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property and assuring its healthful and safe use as a camping and recreation area. These easements, covenants, restrictions, and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof or interest therein and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Club" shall mean and refer to the Four Winds Club, Inc., a non-stock corporation of property owners organized and existing under the laws of Virginia, and its successors and assigns.

Section 2. "Property" shall mean the property described on Exhibit A attached hereto.

Section 3. "Common areas and facilities" "COMMON AREAS" AND "FACILITIES" shall be synonymous with "AMENITY" and shall mean all real property and all interests in real property including common easements and rights-of-way, together with improvement thereon, now or hereafter owned or leased by the Club for the common use and enjoyment of the Members of the Club in good standing and shall consist of the following hereinmentioned by way of illustration and not limitation: all roads, picnic areas, swimming pool(s), basketball courts, office, security house, Creel-Miller Center (Teen Center), comfort stations, bath houses, laundromat, and pavilion(s).

Section 4. "Holiday Site" shall mean and refer to a numbered lot or plot of land intended for use as a campsite shown upon and recorded subdivision map of the Property subject to this Declaration.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Club.

Section 5a. "Member in Good Standing" shall mean and refer to every owner/member who is in compliance with the State and County ordinances and laws governing campgrounds, the Club's governing documents, and who is current on payment of their dues, and not on a payment plan.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Holiday Site which is part of the Property, but excluding those persons or entities having such interest merely as security for the performance of an obligation or any trustees under any instrument securing an obligation. The term 'Owner' shall include, without limitation, each owner (whether one or more) or an undivided interest in a Holiday Site created pursuant to the 'New Declaration' described below.

Section 7. "Facilities" shall mean and refer to recreation facilities and all other facilities and improvements erected or to be erected on the common areas.

Section 8. "New Declaration" shall mean such scheme as the Developer shall hereafter place of record in the Clerk's Office of the Circuit court of Caroline County providing for the creation and sale up of to four undivided interests in all or part of the lots described in

Article XXI, Section 2, as such scheme shall be amended from time to time.

Section 10. "Percentage Shares" shall mean and refer to an Owner's percentage undivided interest in a Holiday Site subject to the New Declaration.

ARTICLE II **MEMBERSHIP**

Each owner shall be a Member of the Club. All persons purchasing property subject to this Declaration, by the acceptance of their deeds, agrees to and do thereby become Members of the Club; provided, however, the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or trustees under any instrument securing such an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Holiday Site. Ownership of such Holiday Site, or an undivided interest therein, shall be the sole qualification for membership and delivery of the deed thereto. Class 4 membership and the privileges thereof may be extended to persons who are not Owners as may be provided by the By-laws. If purchasing a holiday site through private sale, no amenities or utilities (including electric or water) may be utilized or provided until a membership application has been submitted and received subsequent approval by the Board of Directors. All persons purchasing property subject to this Declaration, by the acceptance of their deeds, agrees to pay a one-time initial connection fee of one hundred fifty dollars (\$150.00) once the membership application has been approved.

ARTICLE III **VOTING RIGHTS**

The club shall have four classes of membership, as follows:

Class 1. Class 1 Members shall be all Owners with the exception of Class 2 Members and Class 3 Members. Class 1 Members shall be entitled to one vote for each Holiday Site in which they hold the interest required by Article II for membership. When more than one Owner holds such an interest in a Holiday Site, the vote of such Owners shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to such Holiday Site.

Class 2. Class 2 Members shall be all Owners of Holiday Sites subject to the New Declaration with the exception of Class 3 Members. Class 2 Members shall be entitled to a fractional vote for each undivided interest owned by them in a Holiday Site subject to the New Declaration. The numerator of such fraction shall equal the undivided interest or interests owned by such Owner in the Holiday Site in question, and the denominator of such fraction shall equal the total number of undivided interest into which such Holiday Site has been divided pursuant to the New Declaration. (For example, the Owner of a one-fourth undivided interests in a Holiday Site shall be entitled to cast a one-fourth of a vote.) If a Class 2 Member owns the entire interest in a Holiday Site subject to the New Declaration, then such Owner shall be entitled to one full vote with respect to such Holiday Site.

Class 3. Class 3 Members shall anyone who purchases, more than 100 Holiday Sites. From the Date hereof, Class 3 Members shall have, in addition to the voting rights provided in the Articles and Bylaws, the right to cast one vote for each Holiday Site, or the number of undivided interest equivalent thereto, owned by such Class 3 members (i) in any votes to amend this Declaration and (ii) in any votes requiring more than a majority under the terms of the Class 3 Members shall have in all respects the same voting rights (i) as Class 2 Members with respects to the Holiday Sites, or interests therein, owned by such Class 3 Members that are not subject to the New Declaration and (ii) as Class 2 Members with respect to the Holiday Sites or interest therein, owned by such Class 3 Members that are subject to the New Declaration.

Class 4. Class 4 Membership and the rights and privileges thereof may be extended to persons who are not owners as may be provided by the bylaws. Class 4 Members shall have no rights to vote under this Declaration.

ARTICLE IV **PROPERTY RIGHTS**

Section 1. Members' Rights of Easements and Enjoyment. Every Member in good standing shall have a right and easement of enjoyment in and to the common areas and facilities. Such easement/amenity shall be appurtenant to and shall pass with the title to every Holiday site or undivided interest therein, subject to the following provisions:

- a) The right of the Club to limit the number of guests of a Member;
- b) The right of the club to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas or facilities owned by the Club;
- c) The right of the Club, in accordance with it Articles and By-laws, to borrow money for the purpose of improving the common areas and facilities, and, in and thereof, to encumber the common areas in accordance with the provisions of the Articles of Incorporation and By- laws of the Club;
- d) The right of the Club to suspend the use of amenities within the legal means of the club, voting rights and right of use of the facilities and other improvements of the common areas or facilities by a Member, his delegates or guests, for any period during which any dues or other assessment against his Holiday Site remains unpaid, or for any infraction of its published Rules and Regulations, or while in violation of the Caroline County Supplemental Regulations Article XV: Section 20, all in accordance with the By-Laws of the Club; and
- e) The right of the Club to dedicate or transfer all or any part of the common areas or facilities to any other association, individual, individuals, corporation, and/or corporations, or to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by membership in accordance with its Articles of Incorporation, and subject to such conditions as may be required by any of the aforesaid.
- f) The right of the Board of Directors to restrict the rights and privileges of Class 4 Members to use such common areas and facilities.

ARTICLE V
COVENANT FOR ANNUAL DUES AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Personal Dues and Special Assessments.

Each Owner shall pay to the Club the dues, charges, and assessments set forth in this Article V, subject, however, to the terms and conditions provided below. Each Owner, by acceptance of a deed to a Holiday Site or interest therein, shall be deemed to have covenanted to pay such dues, charges and assessments whether or not it shall be so expressed in any such deed or other conveyance. Such dues, charges and assessments, together with interest, costs and reasonable attorneys' fees and all related fees, shall also be personal obligations of the person who was the Owner of such Holiday site, or interest herein, at the time when the dues or assessment fell due. Such personal obligation shall not pass to such Owner's successor in title unless expressly assumed by them.

Section 2. Annual Dues

- a) Annual dues levied by the Club shall be used exclusively for the purposes of:
 - 1) Paying the costs to the Club of owning, operating, maintaining, repairing, improving, managing, or otherwise caring for common areas and facilities owned or leased by the Club.
 - 2) Promoting the health, safety, recreation, welfare, and security of Members, their delegates and guests, while upon the Property, including such additions thereto as may be brought within the province of the Club in the future;
 - 3) Exercising architectural and esthetic control and supervision over any structures to be constructed or maintained on the Property and over any modifications to the natural environment therein;
 - 4) Assisting in the enforcement of such regulations governing camping sites as may be promulgated from time to time by the Commonwealth of Virginia, and/or authorities of this State or of Caroline County, Virginia;
 - 5) Exercising all of the powers and privileges and performing all of the duties and obligations of the Club set forth in this Declaration;
 - 6) Managing and administering the Club and its offices; and
 - 7) Doing such other things, not prohibited by law, the Articles of Incorporation or By-Laws, deemed necessary convenient or desirable to maintain the Property in good condition, operation, or repair or to improve the same.
- b) Annual Dues are due and payable in advance for the year levied (Due January 1st of each year) and may be paid quarterly (January 1st, April 1st, July 1st, October 1st) only if it is requested in writing by filling out and turning in a request form to the office by or before November 1st and must be approved by the Board. The Annual Dues shall be such amounts as the Board of Directors of the Club may fix, from time to time; provided, however, that the Annual Dues fixed and billed against a Member incident to his ownership of a particular Holiday Site may not be increased during the one (1) year

period for which such dues were fixed and billed in advance.

- c) Notwithstanding any contrary provisions of this Declaration or the By-laws or Articles of incorporation of the club, each Class 2 Members shall pay, as Annual dues to the Club, an amount annually equal to the Annual Dues and Special Assessments, if any, payable by Class 1 Members multiplied by such Class 2 Member's Percentage Share. The Developer of the homeowner's association, if any, established under the New Declaration shall provide the club with the names and mailing addresses of all Class 2 Members, each such Member's Percentage Share, and the Holiday Site in which such Member owns an interest. The Owners, whether one or more, of each Holiday Site subject to the New Declaration, shall be jointly and severally liable for the Annual dues applicable to such Holiday Site. Any lien arising under this Declaration with respect to such Holiday site on account of non-payment of Annual dues shall be prior in right to any lien or claim with respect to such lot arising under the New Declaration on account of non-payment of annual dues or assessments due from a Class 2 Member under the New Declaration.
- d) Notwithstanding any contrary provisions of this Declaration or the Articles or By-Laws of the Club, Class 3 Members shall pay an annual fee in lieu of all Annual Dues, special assessments or other charges due with respect to the Holiday Sites, or interests therein, which they own at the beginning of the year in question. For the years 2024-2027, the total amount of this fee shall be five thousand dollars (\$5,000) per year. For the years 2028 and 2029, with respect to a Class 3 Member's Holiday Sites not subject to the New Declaration, this fee will equal respectively, of the Annual Dues that would be applicable to such Holiday Sites if they were owned by a Class 1 Member. For the years 2030 and 2031 with respect to a Class 3 Member's undivided interest in Holiday sites subject to the New Declaration, this fee will equal 50%, respectively, of the annual dues that would be applicable to such interests if they were owned by a Class 2 Member. In 2032 and thereafter, Class 3 Members shall be assessed Annual Dues, on the basis of Holiday Sites or interests therein owned by such Class 3 member, under the same rules as Class 1 members and Class 2 members are assessed.

Section 3. Water and Electricity "Hook-up" Charges. A One-time-only charge shall be levied with respect to each Holiday Site to defray the costs of providing water and electrical outlets at each Holiday Site. If a utility company provides such water and/or electrical service, then such hook-up charge shall be such comparable amount as is charged to the Club by the utility company for "hooking up" the water and electric Service to the Holiday Site in question. As to Holiday Sites subject to the New Declaration, the hook-up fee shall be payable by the Club with respect to such Holiday Site upon the sale of the first undivided interest therein. If the Developer extends electric, water or sewer lines on the Property of Class 1 or Class 2 members desire to have utility service provided to their Holiday Sites through such lines, then Club shall be entitled to collect a hookup fee from each such user in an amount equal to the cost of the electric control panel and the water riser tap-in, plus fifty dollars (\$50.00).

Section 4. Special Assessments for Capital Improvement. In addition to the Annual Dues

authorized above, the Club may levy in any year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, including recreation and other facilities, unexpected repair, or replacement of a capital improvement to or upon the common areas and facilities, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of more than two-thirds (2/3) of the votes of each class of Members entitled to vote on such matter. Notwithstanding any of the foregoing, no special assessments shall be levied against Class 3 members until 2032. Commencing in 2032, Class 3 Members shall be assessed special assessments on the basis of Holiday Sites or interest therein then owned by such Members under the same rules as Class 1 Member and Class 2 Members, as the case may be, are assessed.

Section 5. Effective Dates of Annual Dues and Special Assessments. Not including the water and electricity "hook-up" charge, shall be effective upon the date specified in the Resolution relating thereto passed by the Board of Directors or during a duly held meeting of the Members, as appropriate; provided, however, that such effective date shall not be less than thirty (30) days after the date the said Resolution was passed; and, provided further, that the Annual Dues of a member may not be increased retroactively for any year for which a Member has been billed.

Written notice of Annual Dues and Special Assessments, and the date same are payable, shall be sent to every Member subject thereto by hand delivery, by mail or by electronic communications. Upon demand of any person, firm or corporation have an economic interest in any Holiday Site, including contract purchasers, the Club shall furnish a certificate in writing, signed by an officer of the Club, setting forth whether the Annual Dues and any Special Assessments on a specified Holiday Site owned by such Member have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any dues of assessment therein stated to have been paid.

Section 6. Effect of Nonpayment of Annual Dues and Assessments - Remedies of the Club.

Any Annual Dues, Special Assessments and hook-up charges which are not paid when due shall be delinquent. Any such dues, charge or assessment which are not paid within fifteen (15) days after the due date shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Club may bring any action at law or in equity against the Member personally obligated to pay the same, or against the Holiday Site subject thereto, or both, and interest, costs and reasonable attorneys' fees and all other related fees for any such action shall be added to the amount of such dues, charges, or assessments and included in any judgment or decree entered.

No member may waive or otherwise escape liability for the dues, charges or assessments provided for herein by non-use of the common areas and facilities or by abandonment of his Holiday Site.

Section 7. Subordination of the Lien. The lien of the dues, charges or assessments provided for herein shall be subordinate to the lien of any first mortgage or any first deed of trust. Sale or transfer of any Holiday Site shall not affect the lien of any dues, charges or assessments; however, the sale or transfer of any Holiday Site, pursuant to the foreclosure under such first mortgage or deed of trust, shall extinguish the lien of such dues, charges or assessments as to payments thereon which become due prior to such sale or transfer. No such sale or transfer shall relieve such Holiday Site from liability for any dues, charges, or assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the dues and assessments created herein:

- a) All properties, including easements, dedicated to and accepted by local authority or utility company;
- b) The common areas or facilities, however, the exemption of the common areas and facilities shall in no way effect or change any dues or assessments chargeable to any Holiday Site.
- c) All properties owned by a charitable or non-profit Organization exempt from taxation by the laws of the State of Virginia; however, not land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 9 Combination of Lots. There will be no combining of lots when you buy two or more lots: you the member will pay for each lot club dues separately. If you the member combined lots for tax reasons, you the member will still pay for each individual lot clubs dues. If you the member combined lots into one , there is no resale of lots other than as one per deed of the county, but new owners will still have to pay all lot dues per the original lots by Four Winds Campground (meaning if you bought two or more lots and had all lots combined and deeded as one does not affect the Four Winds Campground dues each year) When combined lots are sold, they will be sold to the new member as one deeded lot for the county but will be individual lots for Four Winds Campground. Combining lots does not change per lot club dues at Four Winds Campground. You the member must disclose of the combining of the lots to the new owners so that new owners know that they will be paying separately for each lot that was combined to Four Winds Campground.

Except as modified by the agreement. All terms and provisions of the Declaration are hereby confirmed and ratified and shall remain in full force and effect.

If any term, covenant, or condition of this Amendment or the application thereof any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE VI

HOLIDAY SITE MAINTENANCE

Each Owner shall keep his Holiday Site and every part hereof clean, healthful and safe condition

and shall maintain the same in accordance with the Rules and Regulations promulgated from time to time by the Environment Preservation Committee of the Club and/or by the Board of Directors of the Club.

If an Owner shall fail to maintain or keep his premises and the improvements thereon in accordance with said Rules and Regulations or the covenants and restriction of this Declaration, then the Club shall have the right, subject the provisions hereinafter set forth, to enter the premises and take such actions as may be reasonably necessary to correct the infractions(s) or improper conditions.

The Club shall only be permitted to enter the premises and take corrective action(s) under this Article when and if the Owner has failed to commence required corrective action(s) within twenty (20) days after written notice is sent the Club to the Owner of the said Holiday site(s) in question.

Said notice of the Owner shall fairly state the infraction or improper condition in question and the corrective action(s) intended to be taken if Owner does not correct the same himself.

The cost of the corrective action(s) by the Club shall become a special assessment against the member and the Holiday site(s) in question, subject to the provisions of Sections 6 and 7 of Article V, above, but not subject to the restrictions of Sections 4 and 5 of such Article.

In the event that the Owner of any Holiday site is insured against loss by reason of any event or happening creating a necessity for any corrective actions, as set forth above, the Club shall be subrogated to any and all rights of such Owner under or derived from any policy or policies or insurance only such sum or sums as were actually expended by the Club on such corrective action(s). Each Owner shall permit the Club's officers, directors, agents, and employees to enter upon the Owner's premises, at reasonable times and upon reasonable notice, to maintain the common areas and facilities and to take corrective action(s) if the Owner has refused or neglected so to do.

ARTICLE VII

ENVIRONMENT PRESERVATION

Section 1. General. No structure, grading or excavation shall be commenced, erected or maintained upon any Holiday Site, nor shall any exterior addition to or change or alternation thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to workmanship, materials, harmony of external design and location in relation to surrounding structures and topography which affect the desirability or suitability of the construction or alteration, by the board of Directors of the Club, or by an Environment Preservation Committee, composed of three (3) or more representatives appointed by the Board after getting appropriate building permits and approval from Caroline County Department of Building and Zoning. In the event said Board or Environment Preservation Committee fails to approve or disapprove, in writing such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the requirement therefore will be deemed to have been fully complied with. Following approval or the

expiration of the thirty (30) day period, all work must be completed in conformance with the approved with the approved (or deemed to have been approved) plans within three hundred sixty-five (365) calendar days there from or such longer period as may have been requested by the Owner performing such work. The same procedure for submitting, requesting, obtaining or granting approval from the Environment Preservation Committee will be employed when such approval is required elsewhere in this Declaration. Owners may appeal any ruling of the Environment Preservation Committee to the Board of Directors. The provisions of the Section 1 shall not be applicable to the Developer.

ARTICLE VIII

USE RESTRICTTIONS

Section 1. Rules and Regulations. Pursuant to the By-Laws of the Club, the Environment Preservation Committee, subject to the direction and control of the Board of Directors, and the Board of Directors itself, shall have the power to formulate, publish, and enforce reasonable Rules and Regulations concerning the use and enjoyment of the Property, including the common areas and facilities and all Holiday Sites.

Section 2. Restrictions of the Uses of Holiday Sites.

- a) No Holiday site shall be used as a residence nor, without the written permission of the Environment Preservation Committee of the Club, be continuously occupied for a period in excess of thirty (30) days nor be occupied for over (one hundred eighty) 180 overnight stays in a twelve-month period or as in accordance with State or County Regulations regarding campgrounds.
- b) No sewage, garbage, liquid or solid-waste disposal systems, pits, "post holes", buried metal drums, or other similar structures or operations shall be permitted on any Holiday Site unless or until approval thereof is obtained from the Environment Preservation Committee and from appropriate State and/or County Health Department agencies. All travel trailers, tent trailers, converted buses, trucks and other camping vehicles having sewage drains shall have their drains sealed for the duration of their stay on any Holiday site, unless such drains are connected to an approved sanitary sewer system. All wastes, both liquid and solid, shall be disposed of at dumping or trash stations or other places provided therefore off of Holiday Sites, or in drains connected to an approved sanitary sewer system.
- c) No structures, including, but not limited to, dwellings, mobile home (house-trailers exceeding forty (40) feet in length), garages, sheds, fuel storage tank, "A-frames", boat houses, signs or billboards, waste receptacle bins or houses, clothes drying facilities, and television or radio antennas, whether above or below ground level, shall be constructed or be permitted to remain on Holiday Sites, except in strict compliance with Article VII of this Declaration. The restriction, however, does not extend to prohibiting hard-stands, approximately level with the surrounding ground, constructed or maintained as camping vehicle parking spaces or tent floors; nor does it include vegetation planted or trimmed to shield from view trash

receptacles or portions of Holiday sites; nor does it prohibit the use of tent or awning frames, platforms, canopies, antennas, lines, poles and similar temporary forms provided the same are removed when the Holiday Site is not occupied.

- d) No wrecked, abandoned, discarded, or junk vehicle, trailer, watercraft, equipment or material of any kind shall be placed or be permitted to remain on any part of the Property; and Owners shall maintain their Holiday Sites, whether occupied or unsightly, unhealthful, dangerous, or a fire hazard.
- e) No Holiday Site shall be used for commercial or public purposes or for conducting a business or profession any type or nature, including the exhibiting of items for casual sale or the parking of commercial-type vehicles not designed and used for camping, except that one or more Holiday sites owned by the Developer may be used as a sales office and appropriate temporary or permanent improvements may be made by Developer for such purpose.
- f) Except while entering or leaving a Holiday Site of which the operator is an owner, delegate, or guest, no vehicle shall be operated on the Property except on roads or road easements or in designated parking areas. Motorcycles, mini-bikes, motor bikes, motor scooters, dune buggies, drag racers, or other motor vehicles, other than the standard passenger automobiles, trucks and buses, shall only be operated in the Property as set forth in the Rules and Regulations of the Club. All vehicles will be operated in a safe, careful manner and in obedience of posted traffic signs and of Rules and Regulations promulgated from time to time by the Environment Preservation Committee and/or the Board of Directors of the Club. All standard passenger automobiles shall be properly registered, plated, inspected, and legally valid according to state standards to be operated on any of the roads, easements, or any property within the boundaries of Club property. Any and all motorized/battery operated vehicles must be properly registered and insured and appropriate safety equipment (i.e. helmets) shall be worn as stated in the Rules & Regulations of the Club. Holiday Sites shall be entered and left via road easements with the Cluster only, and not via main, hard surface roads.
- g) No vehicles shall be parked on the Property except in designated parking areas or on Holiday Sites of which the operator is an owner, delegate or guest. Any vehicle or camper obstructing roads or easements will be towed at the owner's expense without notice.
- h) No animals, livestock or fowl of any kind shall be brought upon or kept on Holiday Site, except that household pets may be kept on Holiday Sites provided they are not raised, bred or kept for commercial purposes, are maintained under control at all times and not permitted to create a public health or noise nuisance, and their droppings are removed and buried in a location which will not interfere with the site for camping purposes. Dogs shall be kept on leashes when not otherwise confined physically to their owner's Holiday Site. ALL cats must be kept on leashes when not otherwise confined physically to their owner's Holiday Site. Cats must be contained and controlled in the

same manner as dogs on their owner's Holiday Site. No "outside" or free roaming cats are allowed on the property as they are a nuisance and can destroy others' properties. Anyone caught feeding stray cats are subject to action by the Club. Cats that are not contained by their owner are subject to being removed from the property. ALL PETS MUST BE REGISTERED WITH THE CLUB AND HAVE CURRENT VACCINATIONS. THE OWNER MUST PROVIDE PROOF TO THE OFFICE UPON ENTRY TO THE CLUB AND EVERY YEAR BY JANUARY 1ST OR THE OWNER MAY BE SUBJECT TO ACTION BY THE CLUB UNTIL IT IS CORRECTED. Pets are the responsibility and liability of the owner and the owner's membership rights can be restricted by the Club due to the actions of their pets. Household pets known to be of a vicious nature will not be brought upon the Property. Any pet proven to be of a vicious nature at any time, if not removed, will be the liability of the owner and the owner's membership rights can be restricted by the Club until the animal is removed.

- i) No noxious, dangerous, illegal, unreasonably disturbing or offensive activities shall be carried upon the Property nor shall anything be done which may be or become a nuisance or annoyance to the neighborhood. Persons committing disturbances or who appear to be intoxicated shall not be permitted to enter upon the Property or to remain at common areas or facilities. No firearms shall be discharged within the Property except in the lawful protection of human life, or otherwise, by law enforcement officers' incident to their duties.
- j) Camping shall not be permitted on any common area or facility other than the so-called "Interim Area", on any road or utility easement, or within five (5) feet of any Holiday Site boundary unless the Holiday Site adjoining the boundary is also owned by the Camper or his sponsor. Not more than one (1) tent or camping vehicle shall be permitted on any one (1) Holiday site unless adjoining Holiday Sites equal to the number of tents or camping vehicles in excess of one (1) are also owned by the camper or his sponsor, or unless prior written permission is obtained from the Environment Preservation Committee of the Club.
- k) No open fires of any kind, including those for the burning of rubbish and debris, shall be permitted within the Property except within a metal or pottery cooking, barbecuing or brazing device or within a masonry fireplace, barbecue or fire pit, or clear space encircled with large stones, each being of a design specified by the Environment Preservation Special burning or fire permits must be obtained in advance from the Environment Preservation Committee for open fires not excepted in the first sentence of this Paragraph. All fires must be attended by an adult at all times and must be thoroughly extinguished by wetting or burying upon completion of its use.
- l) Any structure, tree, or other thing destroyed, in whole or in part, by fire, windstorm, lightening or other cause or act of God shall be reconstructed, repaired, or all debris removed, so as to restore the Holiday Site to a neat, sightly condition,

with reasonable promptness and, unless an extension thereof is granted by the Environment Preservation Committee of the Club, within two (2) months of destruction.

- m) Except as may be reasonably necessary to clear a means of ingress and egress and tent or camper site, no live trees having trunks larger than three (3) inches (measured three (3) feet from ground level), shall be removed without the prior permission of the Environment Preservation Committee of the club; and, in no event, shall live trees having trunks larger than six (6) inches be removed without prior permission of the said Committee. The Committee, however, shall not unreasonably refuse such requests and shall grant permission as will permit Owners to reasonably use normal camping equipment on their Holiday Site. Except as necessary to maintain a slightly appearance and/or to remove noxious vegetation, natural growth shall be preserved within the "no-camping area" on Holiday Sites specified in paragraph (j) above.
- n) No drilling or digging of wells of any description, quarrying, mining, dredging, or excavating, of any type or nature, shall be done on Holiday Sites, except with the consent of the Board of Directors.
- o) The Club reserves to itself, its successors and assigns, the exclusive rights to operate, or to grant from time to time an exclusive license to other parties to operate, a commercial scavenger services within the Property and to charge or to authorize the charging of reasonable rates therefore when provided and when ordered by Owners. Unless and until such commercial scavenger service is available to and ordered by Owners, all wastes must be disposed of at dumping or trash stations or other places provided therefore off Holiday Sites as stated in paragraph (b), above.

ARTICLE IX

PARKING SPACES AND TRAFFIC

Section 1. Parking. Subject to existing Laws and Ordinances and through its Board of Directors and/or Environmental Preservation Committee, the Club may promulgate regulations for parking on or near the common areas and facilities.

Section 2. Traffic Regulation. The Club, through its Board of Directors and/or Environmental Preservation Committee, shall have the power to regulate parking and traffic within the Property, in any manner not inconsistent with the rights of the individual Owners, in order to provide adequate access for police, firefighting and other public vehicles, to preserve the orderly flow of traffic, and to maintain roadways and parking area within the Property, and shall have the power to erect and maintain street and traffic signs, and to do anything which is consistent with and incidental to the objectives of this Article. Persons failing or refusing to obey such Rules and Regulations may be refused admittance to the Property or be lawfully removed wherefrom.

ARTICLE X

EASEMENTS

All of the Property, including the Holiday Sites and common areas and facilities shall be subject to such Easements for streets, driveways, walkways, parking areas, and for water lines, sanitary sewers, storm drainage facilities, gas lines, telephones, electric power, television antenna cables, and other utilities, as were established with respect to the Property prior to the subjecting of the Property to the Original Declaration; and upon subjecting of the Property to the original Declaration; and upon request of the Club or the utility company, Owners hereby agree to grant easements at locations requested for sewer, water, electricity, gas, telephone, television cable, and all appurtenances to service, maintain and supply said utilities, it being understood that such easements will be located so as not unreasonably to interfere with the use and enjoyment of such Owner's Holiday Site. The Club shall have the power and authority to grant and establish upon, over, under, and across the common areas and facilities conveyed to is such further Easements as are requisite for the convenient use and enjoyment of the Property or which are required by any utility company or governmental authority or the Developer in developing the subdivision or additions thereto.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTIES

The Club may, at any time, with the consent of the Owners thereof, annex additional properties and common areas and facilities to the Property, and so add to its membership. Associate membership may be extended to persons who are not owners of Holiday Sites as may be authorized in the By-Laws of the Club.

ARTICLE XII

NEW DECLARATION

ARTICLE REMOVED FROM SECOND AMENDED DECLARATION.

ARTICLE XIII

RIGHTS OF OTHERS

The Owners, whether one or more of the property, or lots or interest therein, described on Exhibit B attached hereto, (the "Adjacent Property") shall have the right to use the following golf course and any expansion, improvements and related facilities, on the same basis as Members; (ii) the lake, the boat dock and other areas agreed to by the club, on the same basis and subject to the same rules and regulations as Members; and (iii) the roads on the Property to the extent necessary or appropriate for access from the Adjacent Property to the golf course, boat dock and the other common areas available under this Article to owners of the Adjacent Property.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The covenant and restrictions of these Declaration shall run with and bind the Land, and shall insure to the benefit of and be enforceable by the Club and the Owner of the Holiday Site or interest therein subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term commencing on the date this amended and restated Declaration is recorded and terminating on September 30, 1996, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless this Declaration is amended as hereinafter provided in this Article.

Section 2. Amendment. At any time this Declaration may be amended by (i) an instrument signed by Members entitled to cast 67% of the entitled total votes of the Club, or (ii) at a duly called meeting of the Club, at which a quorum is present, by the affirmative vote of Members entitled to cast 67% of the total votes at the meeting, written notice by hand delivery, by mail, or by electronic means of any proposed amendment or summary thereof to be approved at a meeting as aforesaid shall be sent to every Owner at least ten (10) days but no more than sixty (60) days in advance of such meeting.

Section 3. Enforcement. The Club or any Owner of a Holiday Site or interest therein, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. The posting of bond, collateral, surety, or other guaranty in connection with suits filed in law or in equity by the Club to enforce, or recover damages for breach(es) of, any restrictions, condition, covenant, reservation, lien or charge now or hereafter imposed by the provisions of the Declaration or amendments thereto, is hereby waived by Owners of Holiday Sites; and Owners, by accepting deeds to Holiday Sites, agree that the cost, including reasonable attorney's fees, together with interest, shall be added to the amount of, or included in, any judgment or decree obtained against such Owner or Owners by the Club. Each such Owner, except for Class 3 Members, hereby appoints the Registered Agent of the Club as their agent to receive and accept civil process against them if the Owner against whom the process is directed shall not otherwise then be a resident of Caroline County, Virginia.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Condemnation. In the event that any part of the common area or facilities are appropriated or otherwise taken under the power of eminent domain, the proceeds of the proper under the circumstances, and in accordance with the purpose for which the Club is incorporated, including the acquisition of additional land or easement (if available) to be used in the place and stead of the lands so condemned.

Section 6. Notice. Any notice required to be sent to any Owner or Member under the provisions of this Declaration, shall be deemed to have been properly sent and received when mailed, first-class postage prepaid, or emailed to the last known address or email address to the club of the person who appears on the Club's record as Owner at the time of such mailing; or if the Owner or Member is present at the meeting and does not so attend solely for the purpose of objecting to non-receipt of notice.

Section 7. Conflict Between Articles of Incorporation, Declaration and By-Laws. If there is any conflict between any of the Articles of Incorporation of the Club and/or any provisions of the By-Laws of the Club and/or the provisions of this Declaration, then, and in the event of any such conflict, the Articles of Incorporation shall control, rule, and take precedence over the By-Laws and this Declaration; and further, in any such conflict, this Declaration shall control, rule, and take precedence over the By- laws.

Section 8. Real Estate Taxes. Each and every Owner shall be responsible and chargeable for any real estate taxes or any other governmental assessment or charges made against Holiday Sites owned by him.

Section 9. Liability Exculpation. By acceptance of deeds to the Property, Owners do agree and covenant for themselves, their guests, and delegates, that the authority granted herein, and in the Articles of Incorporation and By-Laws of the Club, to the Club (its Board of Directors and/or Environment Preservation Committee) to make, publish, and enforce Rules and Regulations and to perform other acts or functions shall not be deemed a 'right to control' or to otherwise create such a legal relationship between the Club and any person or other entity, not a regular employee of the Club, as to cause the Club to be vicariously liable or the willful negligent acts of omissions of such person or other entity; and Owners, for themselves and for their guests and delegates, assume all risks in the use of Common areas and facilities.

Section 10. Supersede. This amendment and restated Declaration hereby supersedes in all respects the Original Declaration applicable to the Property and the Adjacent Property. In the event of any conflict between the provisions of the Original Declaration and this Declaration, the terms of this Declaration shall control.

Section 11. Release: Vacation. The Adjacent Property is hereby released in all respects from the Original Declaration, and this Declaration shall in no way benefit or burden the Adjacent Property except as expressly set forth in Article XIII hereof, and the Original Declaration shall hereby be deemed vacated and void with respect to the Adjacent Property.

EXHIBIT A

Attached to and made a part of The Four Winds Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated September 1, 1986.

CLUSTERS 1, II, III AND IV OF FOUR WINDS SUBDIVISION

As the same are duly dedicated, platted and recorded in the Clerk's Office of the Circuit Court of Caroline County, Virginia, in Deed Book 178, page 340;

CLUSTERS V, VI, VII, VIII AND IX OF FOUR WINDS SUBDIVISION

As the same are duly dedicated, platted and recorded in the Clerk's Office of the Circuit Court of Caroline County, Virginia, in Deed Book 190, page 490; and

CLUSTERS X AND X-A OF FOUR WINDS SUBDIVISION

As the same are duly dedicated, platted and recorded in the Clerk's Office of the Circuit Court of Caroline County, Virginia, in Deed Book 195, page 350, as corrected by instrument recorded in the aforesaid Clerk's Office, in Deed Book 199, page 304.

EXHIBIT B

Attached to and made a part of The Four Winds Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated September 1, 1986.

CLUSTER XI OF FOUR WINDS SUBDIVISION

As the same are duly dedicated, platted and recorded in the Clerk's Office of the Circuit Court of Caroline County, Virginia, in Deed Book 195, page 350, as corrected by instrument recorded in the aforesaid Clerk's Office in Deed Book 199, page 304;

CLUSTERS XII AND XV OF FOUR WINDS SUBDIVISION

As the same are duly dedicated, platted and recorded in the Clerk's Office of the Circuit Court of Caroline County, Virginia, in Deed Book 199, page 279; and

CLUSTERS XVI, XVII, XVIII, XIX, AND XX OF FOUR WINDS SUBDIVISION

As the same are duly dedicated, platted and recorded in the Clerk's Office of the Circuit Court of Caroline County, Virginia, in Deed Book 199, page 402.

THE FOUR WINDS CLUB, INC.

	Total Votes In Favor	Total Votes Opposed	Percentage
Amendments Proposed to Article II of the Declaration	1331	55	96%
Amendments Proposed to Article III of the Declaration	1328	58	95.8%
Amendments Proposed to Article IV of the Declaration	1332	59	95.7%
All Remaining Amendments Proposed to the Declaration	1331	55	96%

Name: _____

Title: President, Board of Director

Signature: _____

COMMONWEALTH OF VIRGINIA

 COUNTY OF CAROLINE

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, as President and Board of Director of THE FOUR WINDS CLUB, INC., whose name is signed to the foregoing Amendment, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on _____, 20_____.

_____[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____